KENNETH T. ULRICH
300 Welsh Road
Building 5, Suite 231
Horsham, PA 19044
Tel. (215) 591-0222 Ext. 1110 / (800) 355-5626
Fax (215) 793-8379
Attorney for Defendant, Gateway Home Equity, Inc. d/b/a
Gateway Funding Diversified Mortgage Services d/b/a Ivy Mortgage

Anthony Johnson **305 Sturwood Way** **Lawrenceville, NJ 08648** **Plaintiff** **v.** **Multi-Solutions, Inc.** **197 Route 18 South, South Tower #3000** **East Brunswick, NJ 08816** **and** **James Daniels** **699 West Grand Avenue** **Rahway, NJ 07065** **and** **Gateway Home Equity, Inc. d/b/a** **Gateway Funding Diversified Mortgage** **Services d//b/a Ivy Mortgage** **300 Welsh Road, Building 5** **Horsham, PA 19044** **and** **Carl Gensib** **850-870 Route 1 North** **North Brunswick, NJ 08902** **and** **Bank of America Corporation, f/k/a** **Countrywide Home Loans, Inc.** **100 N. Tryon Street** **Charlotte, NC 28255** **Defendants**	**UNITED STATES DISTRICT COURT** **DISTRICT OF NEW JERSEY** **CIVIL ACTION NO. 3:08-cv-05134** **Hon. Anne E. Thompson** **ANSWER, AFFIRMATIVE DEFENSES, AND CROSS-CLAIM OF DEFENDANT, GATEWAY HOME EQUITY, INC. D/B/A GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES D/B/A IVY MORTGAGE TO PLAINTIFF'S SECOND AMENDED COMPLAINT**

AND NOW comes Gateway Funding Diversified Mortgage Services, L.P., a Pennsylvania limited partnership, d/b/a Ivy Mortgage ("Gateway" - incorrectly identified as "Gateway Home Equity, Inc." in the caption), by and through its attorney, Kenneth T. Ulrich, who responds as follows to Plaintiff's Second Amended Complaint:

ANSWER

1. Admitted only to the extent that the Second Amended Complaint speaks for itself.

2. Denied as a conclusion of law.

3. Denied as a conclusion of law.

4. Denied. Gateway denies that Plaintiff has met his burden of proving that federal jurisdiction exists as against Gateway; it is also denied that any supplemental jurisdiction exists as to any state claims against Gateway.

5. Admitted.

6. Gateway lacks knowledge or information sufficient to form a belief about the truth of this allegation.

7. Gateway lacks knowledge or information sufficient to form a belief about the truth of this allegation.

8. Gateway lacks knowledge or information sufficient to form a belief about the truth of this allegation.

9. Denied. Gateway Funding Diversified Mortgage Services, L.P. is a licensed mortgage lender in New Jersey and it is not a "d/b/a" of "Gateway Home Equity, Inc." (which was a corporation formed only to originate second mortgage loans in Pennsylvania under previous state law). It is admitted, however, that "Ivy Mortgage" is a registered "alternate name" of Gateway Funding Diversified Mortgage Services, L.P. in New Jersey.

10. Gateway lacks knowledge or information sufficient to form a belief about the truth of this allegation.

11. It is admitted that Countrywide Home Loans, Inc. was acquired by Bank of America and that Gateway sold the James Daniels loan to Countrywide; Gateway lacks knowledge or information as to where Bank of America was incorporated or where its principal place of business might be.

12. Denied as a conclusion of law.

13. Denied as a conclusion of law; by way of further response the specific "Defendants" are not identified.

14. Denied as a conclusion of law; by way of further response, the specific "Defendants" are not identified.

15. Denied as a conclusion of law; by way of further response, the specific "Defendants" are not identified.

16- 45. Gateway lacks knowledge or information sufficient to form a belief about the truth of these allegations.

46. It is admitted only that Carl D.Gensib Esq. is listed as the settlement agent on the HUD-1 Settlement Statement on the Johnson to Daniels conveyance, a true and correct copy of which is attached hereto as Exhibit "A".

47. Denied as stated. Gateway is without knowledge as to what other closings Gensib may have been involved in; it is also denied that Gateway had any involvement in any "foreclosure rescue scam".

48. Denied. Gateway is without knowledge as to what the Plaintiff may have discovered after the closing.

49-55. Gateway lacks knowledge or information sufficient to form a belief about the truth of these allegations.

56. Denied. It is specifically denied that Gateway charged the Plaintiff any fees.

57. Denied. it is specifically denied that Gateway was involved in any kind of "fee-splitting" with any other parties.

58-62. Gateway lacks knowledge or information sufficient to form a belief about the truth of these allegations.

63. Denied. Gateway denies being involved in any "foreclosure rescue scam".

64. It is admitted only that Daniels obtained a mortgage loan from Gateway; Gateway had no knowledge of any other dealings Daniels may have had with other parties.

65. Denied. Gateway denies being involved in any "foreclosure rescue scam", or having any knowledge that Daniels was so involved.

66. Denied as a conclusion of law.

67. Denied. Johnson was facing a sheriff sale and had to sell his property (a Notice of Lis Pendens to foreclose a prior mortgage had been filed on May 1, 2006); as far as Gateway knew, Daniels was a bona-fide purchaser for value and he was approved for the mortgage loan.

68. It is admitted that as a borrower, Daniels would have had some kind of contact with a Gateway employee in order to be approved for a mortgage loan.

69. Gateway lacks knowledge or information sufficient to form a belief about the truth of this allegation.

70. Denied as a conclusion of law; by way of further response, Plaintiff borrowed no money from Gateway; however, Plaintiff was subjected to a foreclosure action, so Plaintiff then executed a Contract of Sale to James Daniels for $191,000 on or about August 25, 2006, then Plaintiff executed a Deed in favor of James Daniels on October 20, 2006 which was duly recorded in

Mercer County Deed Book 5498 page 245 et seq. True and correct copies of these documents are attached hereto as Exhibits "B" and "C" respectively.

71. Denied. Gateway has no knowledge about any "heightened loan amount"; by way of further response, Plaintiff was not Gateway's borrower and was not charged any fees.

72. Denied. Daniels applied for, and was approved for, a mortgage loan for $171,900 after he had signed a contract to purchase Plaintiff's distressed property. Excerpts from this recorded mortgage are attached hereto as Exhibit "D".

73. Denied as stated. Gateway's loan to Daniels was a "purchase money mortgage" which was recorded as a lien AFTER Plaintiff had conveyed the title to Daniels – and it was no longer "Plaintiff's property".

74-78. Gateway lacks knowledge or information sufficient to form a belief as to the truth of these allegations.

79. Denied. Gateway lacks any knowledge of this, since Gateway did not conduct the Johnson to Daniels closing, and was not involved in the pay-out of any funds from that closing.

80-83. Gateway lacks knowledge or information sufficient to form a belief as to the truth of these allegations.

84. Denied. Gateway denies "failing to itemize and disclose the payments" as Gateway did not conduct the Johnson to Daniels closing, and denies that it violated any portion of RESPA in its role as a lender to Daniels.

85. Denied. Gateway has no idea what "agreement" Plaintiff is referring to. Gateway is only aware of the Contract of Sale of the real property, wherein Anthony Johnson agreed, in paragraphs 7 and 8, to "Transfer … Ownership" to James Daniels by way of a "bargain and sale" deed.

86. Denied. Gateway lacks knowledge or information as to what Defendant Multi may have done.

87. Denied. Gateway had nothing to do with "breaking into the premises".

88. Denied. Gateway sold the Daniels loan in the ordinary course of business after the closing, and has no information as to whether or not Daniels maintained his mortgage payments.

89. Denied. Gateway is not and was not involved in any foreclosure action against Daniels.

90. Denied. Gateway's "Notice of Assignment" letter to James Daniels was dated November 8, 2006, which was only nineteen days after the closing; this was prior to the due date of his first payment. A true and correct copy of this letter is attached hereto as Exhibit "E".

91-92. Denied. Gateway lacks knowledge or information as to what the "Assignee" may have done or noticed.

93. Denied as a conclusion of law.

94. Gateway hereby incorporates by reference its responses to paragraphs 1 through 93 as though fully set forth herein.

95. Denied. Gateway has no idea what "credit" was supposedly extended to the Plaintiff – certainly not by Gateway.

96. Denied as a conclusion of law.

COUNT I – TILA / HOEPA

97. Denied as stated. Gateway is a licensed mortgage lender in New Jersey as defined by state law; Gateway has no knowledge or information as to what kind of business the other "Defendants" are engaged in.

98. Denied. Plaintiff obtained no loan from Gateway; it is not at all clear what "Loan" Plaintiff is attempting to rescind under federal law.

99. Denied. Gateway denies that it violated any federal statutes; by way of further response, Plaintiff was NOT involved in any "loan transaction" which would trigger the federal laws

referred to in this paragraph; Plaintiff was a SELLER – not a BUYER / BORROWER.

100. Denied. Gateway delivered all proper disclosures to Daniels – its borrower. Gateway had no duty to provide the Plaintiff with any disclosures since he did not borrow any money from Gateway.

101. Denied as a conclusion of law.

102. Denied as a conclusion of law; by way of further response, Gateway did NOT charge the Plaintiff any points and fees.

103. Denied as a conclusion of law.

104. Denied as a conclusion of law.

WHEREFORE, Defendant Gateway requests this Honorable Court to dismiss Count I.

COUNT II - CROA

105-107. These allegations appear to be directed against Multi-Solutions, Inc., requiring no response from Gateway.

WHEREFORE, Defendant Gateway requests this Honorable Court to dismiss Count II.

COUNT III – RESPA

108. Denied as a conclusion of law; by way of further response, Plaintiff had no loan from Gateway, nor did Gateway charge the Plaintiff any fees, nor engage in any "fee splitting" with anyone.

WHEREFORE, Defendant Gateway requests this Honorable Court to dismiss Count III.

COUNT IV – NJCFA

109. Denied as a conclusion of law.

WHEREFORE, Defendant Gateway requests this Honorable Court to dismiss Count IV.

FIRST AFFIRMATIVE DEFENSE

Plaintiff Johnson's property was distressed, facing imminent Sheriff's Sale; he then voluntarily executed a Contract of Sale to James Daniels, and then a Deed of conveyance which was relied upon by various parties; Plaintiff is therefore ESTOPPED to now claim any kind of damages for his own actions.

SECOND AFFIRMATIVE DEFENSE

If Plaintiff Johnson did not collect his net proceeds of sale from the closing agent, Carl D. Gensib, Esq. at the closing for selling his property to James Daniels, he is guilty of contributory negligence and or WAIVER or RELEASE, since Johnson duly executed the HUD-1 Settlement Statement at closing, which indicates that he was entitled to collect $88,148.67 in net proceeds of sale.

THIRD AFFIRMATIVE DEFENSE

If Plaintiff Johnson did collect his net proceeds of sale from the closing agent, Carl D. Gensib, Esq., at the closing for selling his property to James Daniels, then he obtained full PAYMENT for the sale of his property and is not entitled to any other sort of damages.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of ILLEGALITY, FRAUD, or INJURY BY FELLOW SERVANT if he was involved with any "foreclosure rescue scam" with other parties who may have been involved in committing mortgage fraud.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the STATUTE OF FRAUDS since he did not execute any mortgage which would be a requirement to create a valid encumbrance on title or trigger federal consumer statutes such as TILA / HOEPA and RESPA.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff has NO STANDING to bring this suit in federal court under the definitions set forth in the TILA / HOEPA and RESPA federal statutes because he was NOT a "borrower" who would be entitled to the protection afforded to borrowers by these federal statutes.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's federal claims under TILA / HOEPA and RESPA are barred by the STATUTES OF LIMITATIONS governing these specific statutes; these limitations are NOT "equitably tolled" because Plaintiff's Second Amended Complaint contains NO particularized allegations that defendant Gateway "actively misled" the Plaintiff about his ability to bring these claims.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff has FAILED TO STATE A CLAIM under the New Jersey Consumer Fraud Act because he has failed to state what Gateway's unlawful conduct was, that Plaintiff suffered any ascertainable loss, or that there was any causal connection between Gateway's conduct and Plaintiff's ascertainable loss.

CROSSCLAIM AGAINST DEFENDANTS
MULTI-SOLUTIONS, INC.; JAMES DANIELS; AND CARL GENSIB

In accordance with Fed.R.Civ.P. 13(g), Gateway alleges that co-Defendants Multi-Solutions, Inc.. James Daniels, and Carl Gensib may be directly liable to the Plaintiff or liable over to Gateway for all or part of these claims asserted in this action against Gateway.

Dated: March 18, 2010

Kenneth T. Ulrich, Attorney for Defendant,
Gateway Home Equity, Inc.

HUD-1 UNIFORM SETTLEMENT STATEMENT

OMB Approval No. 2502-0265

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT

B. TYPE OF LOAN
1. FHA 2. FmHA 3. X Conv. Unins. 4. VA 5. Conv. Ins.

6. File Number:

7. Loan Number: 1024023274

8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
NOTE: TIN = Taxpayer's Identification Number

D. NAME AND ADDRESS OF BORROWER:
JAMES DANIELS
699 WEST GRAND AVENUE
RAHWAY , NJ 07065

E. NAME, ADDRESS AND TIN OF SELLER:
ANTHONY M JOHNSON
854 GREENWOOD AVENUE
TRENTON, NJ 08609

F. NAME AND ADDRESS OF LENDER:
GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES DBA IVY MORTGAGE 300 WELSH ROAD,BUILDING 5 HORSHAM PA 19044

G. PROPERTY LOCATION:
854 GREENWOOD AVENUE
TRENTON , NJ 08609
LOT 2 BLOCK 27702

H. SETTLEMENT AGENT NAME, ADDRESS AND TIN
CARL D GENSIB ESQ 22-3267363
850-870 ROUTE 1 NORTH,, NORTH BRUNSWICK, NJ 08902

PLACE OF SETTLEMENT
NORTH BRUNSWICK NJ 08902

I. SETTLEMENT DATE
10/20/2006

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	191,000.00	401. Contract sales price	191,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	8,360.46	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	199,360.46	420. GROSS AMOUNT DUE TO SELLER	191,000.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit	
202. Principal amount of new loan(s)	171,900.00	502. Settlement charges to seller (Line 1400)	3,278.84
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan AMC MORTGAGE	82,893.06
205.		505. Payoff of second mortgage loan	
206.		506. DMV JUDGEMENT	2,210.33
207.		507. OPEN WATER	263.10
208.		508. TAX LIEN #041489	5,386.00
209.		509. ESCROW OLD MORTGAGE	3,000.00
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513. ESCROW MORTGAGE PAYOFF	2,000.00
214.		514.	
215.		515.	
216. SELLERS CONCESSION	3,820.00	516. SELLERS CONCESSION	3,820.00
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	175,720.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	102,851.33

300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	199,360.46	601. Gross amount due to seller (Line 420)	191,000.00
302. Less amount paid by/for borrower (Line 220)	175,720.00	602. Less reduction in amount due seller (Line 520)	102,851.33
303. CASH FROM BORROWER	23,640.46	603. CASH TO SELLER	88,148.67

SELLERS STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature) ANTHONY M JOHNSON

(Seller's Signature)

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form HUD-1 (3/86) ref Handbook 4305.2

EXHIBIT "A"

L. SETTLEMENT CHARGES

700. TOTAL SALES/BROKER's COMMISSION based on price $ 191,000.00 @	PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:		
701. $		
702. $		
703. Commission paid at Settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee $		
802. Loan Discount $		
803. Appraisal Fee to SPRATT, FREDRICK	400.00	
804. Credit report to LANDSAFE	12.00	
805. Lender's Inspection Fee		
806. APPLICATION FEE-GATEWAY FUNDING	375.00	
807. COMMITMENT FEE-GATEWAY FUNDING	375.00	
808. FLOOD CERTIFICATION FEE-LANDSAFE FLOOD	9.00	
809. TAX SERVICE FEE-GATEWAY FUNDING	90.00	
810.		
811.		
812.		
813.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from 10/20/2006-10/31/2006	537.19	
902. Mortgage Insurance Premium for		
903. Hazard insurance Premium for 1 year(s) to FITZGERALD\MOLLICA AGENCY	758.00	
904.		
905. FOURTH QUARTER TAXES		1,009.14
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard insurance 3 month(s) @ $63.17 per month	189.50	
1002. Mortgage insurance 2 month(s) @ $189.09 per month	378.18	
1003. City Property Taxes 2 month(s) @ $336.38 per month	672.76	
1004. County Property Taxes		
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment	-63.17	
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title Examination to PTS	205.00	
1104. Title insurance binder to		
1105. Document preparation to CARL GENSIB		950.00
1106. Notary fees to		
1107. Attorney's fees to CARL GENSIB	750.00	
(includes line numbers:		
1108. Title Insurance to PTS	1,954.00	
(includes line numbers:		
1109. Lender's coverage $ 152800.00		
1110. Owner's coverage $ 191000.00		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ Mortgage $ Release $	560.00	360.00
1202. City/cnty tax/stamps: Deed $ Mortgage $		
1203. State tax/stamps: Deed $ Mortgage $		
1204. Realty transfer fee		874.70
1205. Prepare and File Notices of settlement (2)	180.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to A-1 LAND SURVEYS	750.00	
1302. Pest inspection to		
1303. WIRE FEE-BRUNSWICK BANK	35.00	35.00
1304. OVERNIGHT MAIL-DHL	99.00	50.00
1305. CINGULAR WIRELESS	94.00	
1306.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	8,360.46	3,278.84

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller ANTHONY M JOHNSON Borrower JAMES DANIELS

Seller Borrower

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent CARL GENSIB ESQ Date 10/20/2006

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Contract for Sale of Real Estate

This Contract for Sale is made on **August 25, 2006**

BETWEEN

Whose address is: **Anthony M. Johnson**
854 Greenwood Avenue
Trenton, NJ 08609

Referred to as the "Seller,"

AND
Whose address is: **James Daniels**
699 West Grand Ave.
Rahway NJ 07065

Referred to as the "Buyer"

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the Property described in this Contract.

2. **Property.** The Property (called the "Property") to be sold consists of:
   (a) The land and all the buildings, other improvements and fixtures on the land.
   (b) All of the Sellers rights relating to the land.
   (c) All personal property specifically included in this Contract.
   The Real Property to be sold is commonly known as **854 Greenwood Avenue-08609**, in the Township of **Trenton** in the County of **Mercer** and the State of **New Jersey**. It is shown on the municipal tax map as Lot number in Block number. This property is more fully described in attached addendum.

3. **Purchase Price.** The purchase price is **$191,000.00**

4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (Initial Deposit)	**$0**
Upon signing of this Contract (balance of deposit)	**$0**
Amount of mortgage (paragraph 6)	**$171,900.00**
Sellers contribution to closing Cost	**$3,820.00**

Assuming the obligation to pay the present mortgage is according to its terms. This mortgage shall be in good at the closing. Either party may cancel this Contract if the Lender does Not permit the Buyer to assume the mortgage (estimated balance due) **$0**

In preparation of the necessary documents, the Buyer will also pay all recording costs and provide the Seller with an adequate Affidavit of Title. **$0**

Balance to be paid at closing of title, in cash or by certified or bank cashiers.

Exhibit "B"

5. Mortgage Contingency. The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. The Buyer has until September 10, 2006 to obtain a commitment from a lender for this mortgage loan or to agree to buy the Property without this loan. If this is not done before this deadline, and any agreed upon extensions, either party may cancel this Contract.

_x Conventional __FHA __VA __Other __Private

Amount of Loan: $171,900.00 Interest Rate: prevailing rate
Length of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.
Points: The Buyer agrees pay 5 for a total of $
The Seller agrees to pay 0 for a total of $
Time and Place, Both parties will fully cooperate so the closing can take place on or before the estimated closing date September,20 2006 closing will be at Carl Gensib's office.

7. Transfer ownership of the Property to the Buyer. The Seller will give Transfer of Ownership to James Daniels. At the closing, the Seller will give the Buyer a properly executed deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

8. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors acts.

9. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios, and built in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED.

a. The following items are INCLUDED in this sale: gas and electric fixtures, chandeliers, wall to wall carpeting, linoleum, mats and matting in halls, screens, awnings, storm windows and doors, television antenna, water pump, sump pump, water softeners, plumbing, bathtubs, sinks, toilets, rain gutters, windows, doors, vents, fans. Insulation, wiring, locks, and keys.
b. The following items are EXCLUDED from this sale: Sellers personal possessions not listed above.

10. Physical Condition of Property. This Property is being sold "As Is" The Seller does not make any claims or promises about the condition or value of any of the Property included in this Sale. The Buyer has inspected the Property and relies on this inspection and any rights, which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller agrees to leave the Property IN BROOM-CLEAN CONDITION, FREE OF DEBRIS.

11. Inspection of the Property. The seller agrees to permit the Buyer to inspect the Property at any reasonable time before closing. The seller will permit access for all inspections provided for in this Contract.

13. Building and Zoning Laws. The Buyer intends to use Property as Single family The Seller states that this use does not violate any applicable zoning ordinance building code or other law. The Seller will obtain and pay for all inspections required by law. This includes any municipal "Certificate of Occupancy" If Seller fails to correct any violations by law, at the Seller's expense, the Buyer may cancel this Contract.

14. **Flood Area.** The federal and state governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this Contract within 30 days of the signing of this Contract by all parties.

15. **Property Lines.** The Seller states that all buildings, driveways and other improvements on the Property are with in its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

16. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

    a. the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street. The part of the Property next to the street or running to any house or other improvement on the Property:
    b. recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property and
    c. all items included in Schedule A as part of the description of the Property. In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

17. **Correcting Defects.** If the Property does not comply with paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Contract or give the Seller more time to comply.

18. **Inspection of Property by Buyers.**

    a. **Kind of Inspections.** The Buyer may have the Property inspected by a home inspection service or by a construction expert. The inspection may include the structural and mechanical condition of the Property, the presence of Radon gas, along with an inspection of the plumbing, heating, cooling and electrical systems. The Buyer may also inspect the septic or other sewerage disposal system and test the well, water system and the quality of the water. The Buyer may also make an inspection to determine if the Property is free of any damage or infestation caused by termites, dry rot, fungi, wood destroying insects and other pests or organisms or other pests.
    b. **Time and Access for Inspections.** All inspections must be completed and Seller notified of the results within days of the date of this Contract is agreed to by all parties. The Seller agrees to provide the Buyer with reasonable access to make all of the inspections provided for in this Contract.
    c. **Results of Inspections and Remedies.** If the inspections reveal any serious defects and the parties do not agree on what corrective actions or repairs are to be made by the Seller, either party may cancel this Contract.

19. **Lead Paint.** The Buyer acknowledges that:

    - The Seller has provided the Buyer with an EPA-approved lead hazard information pamphlet.
    - The Seller has attached to this Contract a Lead Warning Statement (See All-State form NC 132)
    - The Seller has disclosed the presence of known lead-based paint and/or lead-based paint hazards, or ahs provided additional information concerning the known lead-based paint and/or lead-based paint hazards.
    - The Seller has provided the Buyer with a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards or Seller has indicated that no such records or reports are available.

20. **Lead Paint Sale Contingency.** This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyers expense until 9 p.m. on the tenth calendar-day after the signing of this contract by all parties for housing built before 1978. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet, "Protect Your Family Form Lead in Your Home," for more information) This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 3 days delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter offer, the Buyer shall have days respond to the counter offer or remove this contingency and take the Property in "As Is" condition or this Contract shall become void. The Buyer may remove this contingency at any time without cause. (42 U.S.C., 4852d) (61FR 9064)

21. **Risk of Loss.** The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with closing and either:
    a. Require that the Seller repair the damage before the closing.
    b. Deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property. In addition, either party may cancel this contract if the cost of repair is more than 10% of the purchase price.

22. **Cancellation of Contract.** If this Contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the Contract is cancelled in accordance with paragraphs 13,14,17,18, or 19 of this contract, the Seller will pay the Buyer for all title and survey costs.

23. **Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing, and then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

24. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums.
If the Property is heated by fuel oil, the Buyer will buy the fuel oil in the tank at the closing date. The price will be the current price at the time determined by the oil supplier. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

25. **Possession.** At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed to in this Contract.

26. **Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to someone else.

27. **Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

28. **Notices.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or the other parties' attorney.

29. **New Residential Construction.** If this Contract is for the sale of a new residential property, a Notification Regarding Off-Site Conditions MUST is attached to notify the purchaser regarding off-site conditions which may affect the value of the property. New Residential Construction Off-Site Conditions Disclosure Act. P.L. 1995, c, 258 (C. 46:3C-1 et seq.). (See All-State Form # 132)

SIGNED AND AGREED TO BY:

Witnessed or Attested by: Date Signed

X ________ James Daniels ________ **BUYER**

James Daniels

________ ________ **BUYER**

____
As to Buyer(s)

7/25/06 ________ Anthony M. Johnson ________ **SELLER**

Anthony M. Johnson

________ ________ **SELLER**

Full Name

____
As to Seller(s)

DDI 57 $30.00 ...

Prepared By:

CARL D. GENSIB, ESQ.

RTF $25.50 ... TRE

RECORD & RETURN TO:
Carl D. Gensib, Esq.
850-870 Route 1 North
North Brunswick, NJ 08902

DEED

This Deed made on October 20, 2006

BETWEEN: Anthony Johnson, Single,

Residing at 854 Greenwood Avenue, Trenton, New Jersey, 08609, referred to as the Grantor,

AND: James Daniels,

About To Reside At 854 Greenwood Avenue, Trenton, New Jersey, 08609, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

TRANSFER OF OWNERSHIP: The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED NINETY ONE THOUSAND DOLLARS and 00/100 ($191,000.00). The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE (N.J.S.A. 46:15-2.1) City of Trenton
Block No. 27702 Lot No. 2 Commonly known as 854 Greenwood Avenue

PROPERTY. The property consists of the land and all the buildings and structures on the land in the City of Trenton, County of Mercer, and State of New Jersey. The legal description is:

See Exhibit A attached hereto and made a part hereof.

Deed from Floyd L. Bucci and Renee M. Bucci, His Wife, to McKiver Johnson and Della Mae Johnson, His Wife, dated July 9, 1968, recorded July 10, 1968 in the Clerk's Office of the County of Mercer, New Jersey, in Book 1810, Page 227.

The said McKiver Johnson died March 28, 1970 thereby vesting title in Della Mae Johnson as surviving tenant by the entirety.

Deed from Della Mae Johnson, widow, to Maudie P. Smith, dated September 8, 1970, recorded September 10, 1970 in the Clerk's Office of the County of Mercer, New Jersey, in Book 1864, Page 720.

The said Maudie P. Smith died intestate on September 24, 1973 in the City of Whiteville, Columbus County, North Carolina, leaving her surviving a son, Burtis Pickett, Jr. and a daughter Della Mae Johnson.

Deed from Burtis Pickett, Jr., Single, to Della Mae Johnson, widow, dated April 14, 1977, recorded April 26, 1977 in the Clerk's Office of the County of Mercer, New Jersey, in Book 2040, Page 698.

The said Della Mae Johnson died September 21, 2001 and by her Last Will and Testament duly probated in the Mercer County Surrogate's Office she appointed Antwanae S. Johnson and Anthony M. Johnson as Co-Executors of the Last Will and Testament of Della M. Johnson, deceased.

Deed from Antwanae S. Johnson and Anthony M. Johnson as Co-Executors of the Last Will and Testament of Della M. Johnson, deceased, to James Johnson, Mack Johnson, Larry Johnson, Harold Johnson, William Johnson, Anthony M. Johnson and Antwanae S. Johnson, dated January 28, 2002, recorded February 14, 2002 in the Clerk's Office of the County of Mercer, New Jersey, in Book 4225, Page 159.

Deed from Antwanae S. Johnson as to her one-seventh (1/7th) undivided interest to Anthony M. Johnson, dated June 4, 2003, recorded July 15, 2003 in the Clerk's Office of the County of Mercer, New Jersey, in Book 4552, Page 173.

Deed from James Johnson, Mack Johnson, Larry Johnson, Harold Johnson and William Johnson to Anthony Johnson, dated December 15, 2003, recorded December 29, 2003 in the Clerk's Office of the County of Mercer, New Jersey, in Book 4656, Page 286.

Deed from Anthony Johnson A/K/A Anthony M. Johnson and his wife, Tasha N. Hutchinson-Johnson to Anthony Johnson A/K/A Anthony M. Johnson dated June 15, 2004, recorded July 19, 2004 in the Clerk's Office of the County of Mercer, New Jersey, in Book 4796, Page 77.

Subject to easements, covenants, restrictions, agreements and other matters of record and such state of facts as an accurate survey and inspection may reveal.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed

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EXHIBIT "C"

A-1 LAND SURVEYS, INC.

PROFESSIONAL LAND SURVEYORS
BOX 1[illegible] TRENTON, N.J. 08606

IN NEW JERSEY
PHONE [illegible]-5431
FAX 800-995-5421

MORTGAGE TITLE SURVEYS
PROPERTY CORNER STAKEOUTS
SUBDIVISIONS

IN PENNA.
PHONE 215-[illegible]-9742
FAX 215-[illegible]

Order No. 106-39742
Title No. PTS-06-22570120

Date 10-19-06

DESCRIPTION OF PROPERTY FOR:

JAMES DANIELS
854 Greenwood Avenue
City of Trenton
County of Mercer
New Jersey

THE HEREIN DESCRIBED property, parcel, lot, tract of land, including buildings, structures and improvements thereupon and any additional subordinate rights or privileges relevant thereto, is situated and located in the City of Trenton, County of Mercer and State of New Jersey.

BEING known and designated as Tax Lot 2, Block 27702, Page 277, City of Trenton and being more particularly bounded and described as follows to wit.

BEGINNING at the intersection of the Northerly line of Greenwood Avenue, 66.00 feet wide, with the Westerly line of Hampton Avenue, 60.00 feet wide, and running; thence

(1) Along the Northerly line of Greenwood Avenue, South 63 degrees 30 minutes West, a distance of 39.88 feet to a point; thence

(2) North 26 degrees 30 minutes West, a distance of 150.00 feet to a point; thence

(3) North 63 degrees 30 minutes East, a distance of 39.88 feet to a point in the Westerly line of Hampton Avenue; thence

(4) Along the Westerly line of Hampton Avenue, South 26 degrees 30 minutes East, a distance of 150.00 feet to the point and place of BEGINNING.

SUBJECT to all restrictions and easements of record, if any.

AS shown on a plan prepared by A-1 Land Surveys, dated 10-19-06, File No. 106-39742.

MAX V. RAFFAELE
N.J.P.L.S. 37049
10-19-06
DATE

TRL 5498 PGE 246

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 3/11/08)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }SS. County Municipal Code

COUNTY MERCER 1111

MUNICIPALITY OF PROPERTY LOCATION TRENTON

FOR RECORDER'S USE ONLY
Consideration $ ______
RTF paid by seller $ ______
Date ______ By ______
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Anthony Johnson (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated October 20, 2006 transferring real property identified as Block number 27702 Lot number 2 located at 854 Greenwood Avenue, Trenton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 191,000.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one) If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and 7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$ ______ ÷ ______ % = $ ______
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) [x] 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) [ ] legally blind or; *
{ DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] Receiving disability payments [ ] Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

[x] Owned and occupied by grantor(s) at time of sale. [x] Resident of the State of New Jersey.
[x] One or two-family residential premises. [x] Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)
[ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)
[ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 26th day of September, 2006

[signature] Signature of Deponent — Anthony Johnson, Grantor Name

854 Greenwood Avenue, Deponent Address — Trenton, NJ 08609, Grantor Address at Time of Sale

Name/Company of Settlement Officer

Carl D. Gentile, Esq.
An Attorney At Law
Of The State Of New Jersey

FOR OFFICIAL USE ONLY
Instrument Number ______ County ______
Deed Number ______ Book ______ Page ______
Deed Dated ______ Date Recorded ______

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

BK 5498 PAGE 247

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm.

STATE OF NEW JERSEY
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

SELLER(S) INFORMATION

Name: Anthony Johnson, Single

Current Address: 854 Greenwood Avenue, Trenton, NJ 08609

PROPERTY INFORMATION

Block 27702 Lot 2 Qualifier

Property Address: 854 Greenwood Avenue, Trenton, NJ 08609

Seller's Percentage of Ownership: 100% Consideration: $191,000.00 Closing Date: October 20, 2006

SELLER ASSURANCES

1. X I am a resident taxpayer of the State of New Jersey pursuant to NJSA 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.

2. X The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 USA s.121.

3. __ I am a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

4. __ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. __ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to NJSA 54A:1-1 et seq.

6. __ The total consideration for the property is $1,000 or less and such, the seller is not required to make an estimated payment pursuant to NJSA 54A:5-1-1 et seq.

7. __ The gain from the sale will not be recognized for federal income tax purposes under IRC Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

8. __ Transfer by an executor or administrator of a decedent to a devise or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER DECLARATION

The undersigned understand that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment or both, I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/20/06
Date

[signature]
ANTHONY JOHNSON
Signature
(Seller) Please indicated if Power of Attorney or Attorney in Fact

BK 5498 PAGE 248

anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

____

____
ANTHONY JOHNSON, Grantor

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:

I CERTIFY that on October 20, 2006, Anthony Johnson, Single, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $191,000.00 as full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

____

Carl D. Gensib, Esq.
An Attorney At Law
Of The State Of New Jersey

END OF DOCUMENT

BK-5498 PAGE 249

Mercer County Clerk's Office

Index MORTGAGE BOOK

Book 09641 Page 0594

No. Pages 0020

Instrument MORTGAGES

Date : 10/24/2006

Time : 10:00:32

Control # 200610240295

INST# RD 2006 059093

Employee ID JANGOTTI

Return To:

GATEWAY FUNDING DIVERSIFIED MTG
300 WELSH RD BUILDING 5
HORSHAM PA 19044

DANIELS
JAMES
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC

RECORDING	$	51.00
RECORDING	$	64.00
DARM $3	$	57.00
NMD1PA	$	38.00
	$	.00
	$	.00
	$	.00
	$	.00
	$	.00
Total:	$	210.00

STATE OF NEW JERSEY
Mercer County Clerk's Office

**********PLEASE NOTE**********************
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *
****

Paula Sollami-Covello
Mercer County Clerk

M0964L0594

VOL9641 PG594

Exhibit "D"

MTCO 19P. $210.00
CK# 904
TRE

After Recording Return To: Gateway Funding Diversified Mortgage
Services L.P.
300 Welsh Road, Building 5
Horsham, PENNSYLVANIA 19044

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100070210240232742

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 20, 2006 , together with all Riders to this document.

(B) "Borrower" is James Daniels, married

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Gateway Funding Diversified Mortgage Services L.P.
Lender is a Limited Partnership organized and existing under the laws of PENNSYLVANIA . Lender's address is 300 Welsh Road, Building 5, Horsham, PENNSYLVANIA 19044

(E) "Note" means the promissory note signed by Borrower and dated October 20, 2006 . The Note states that Borrower owes Lender One Hundred Seventy One Thousand Nine Hundred and no/100 Dollars (U.S. $ 171,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2036 .

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

VOL9641 PG595

Order No. 106-39742
Title No. PTS-06-22570120

Date 10-19-06

DESCRIPTION OF PROPERTY FOR:

JAMES DANIELS
854 Greenwood Avenue
City of Trenton
County of Merrier
New Jersey

THE HEREIN DESCRIBED property, parcel, lot, tract of land, including buildings, structures and improvements thereupon and any additional subordinate rights or privileges relevant thereto, is situated and located in the City of Trenton, County of Mercer and State of New Jersey.

BEING known and designated as Tax Lot 2, Block 27702, Page 277, City of Trenton and being more particularly bounded and described as follows to wit.

BEGINNING at the intersection of the Northerly line of Greenwood Avenue, 66.00 feet wide, with the Westerly line of Hampton Avenue, 60.00 feet wide, and running; thence

(1) Along the Northerly line of Greenwood Avenue, South 63 degrees 30 minutes West, a distance of 39.88 feet to a point; thence

(2) North 26 degrees 30 minutes West, a distance of 150.00 feet to a point; thence

(3) North 63 degrees 30 minutes East, a distance of 39.88 feet to a point in the Westerly line of Hampton Avenue; thence

(4) Along the Westerly line of Hampton Avenue, South 26 degrees 30 minutes East, a distance of 150.00 feet to the point and place of BEGINNING.

SUBJECT to all restrictions and easements of record, if any.

AS shown on a plan prepared by A-1 Land Surveys, dated 10-19-06, File No. 106-39742.

[signature] 10-19-06

MAX V. RAFFAELE
N.J.P.L.S. 35869

DATE

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

James Daniels (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Signed, sealed and delivered in the presence of:

State of NJ

County of , ss

On this 20th day of October 2006, before me, the subscriber, personally appeared James Daniels who, I am satisfied, IS the person(s) named in and who executed the within instrument, and thereupon HE acknowledged that HE signed, sealed and delivered the same as HIS act and deed, for the purposes therein expressed.

Notary Public

Carl D. Gensib, Esq.
An Attorney At Law
Of The State Of New Jersey

END OF DOCUMENT

GATEWAY FUNDING
Diversified Mortgage Services

James Daniels
699 West Grand Avenue
Rahway,NJ 07065

Account Number: 1024023274

854 Greenwood Avenue, Trenton, New Jersey 08609

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your loan, that is, the right to collect payments from you, is being assigned, sold or transferred from Gateway Funding Diversified Mortgage Services, L.P. to
Countrywide Bank, N.a.
This is effective with your payment due December 1, 2006

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice no later than 15 days after this effective date or at closing. [In this case, all necessary information is combined in this one notice.]

Your present servicer is Gateway Funding Diversified Mortgage Services, L.P. If you have questions relating to the transfer of servicing from your present servicer call (800) 355-LOAN; you can contact the servicing department between 8:30 a.m. and 5:00 p.m. weekdays. This is a toll-free number.

Your new servicer will be: Countrywide Bank, N.A.
The business address for your new servicer is:
P.O. Box 10219

Van Nuys,CA 91410-0219
The toll-free telephone number of your new servicer is **(800) 669-6607**
If you have any questions relating to the transfer of servicing to your new servicer call their servicing department between 8:00 a.m. and 5:00 p.m. weekdays.
Your new Account Number will be: 146205491
The date that your present servicer will stop accepting payments from you is November 30, 2006
The date that your new servicer will start accepting payments from you is December 1, 2006
Send all payments due on or after that date to your new servicer. If you made a payment to Gateway and that payment is due to your new servicer, Gateway Funding will forward that payment to the new servicer.

EXHIBIT "E"

"Opening Doors to Homeownership"

300 Welsh Road, Building 5, Horsham, PA 19044 (800) 783-9333 Fax: (215) 591-0221

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Settlement Procedures Act (RESPA) (12 USC 2605).

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before it's due may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 USC 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.
300 Welsh Road, Building 5
Horsham, PA 19044

Not later than 60 Business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide any information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on sub-stantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

GATEWAY FUNDING DIVERSIFIED
MORTGAGE SERVICES, L.P.

DATE: 11/8/2006

GF200037

CERTIFICATE OF SERVICE

I hereby certify that the within Answer, Affirmative Defenses, and Crossclaim of Defendant Gateway Home Equity, Inc. has been electronically filed this date, and is available for viewing and downloading from the District Court's Electronic Case Filing ("ECF") System. Plaintiff's counsel is registered with the ECF System and receives Notices of ECF; all other parties have been served copies this date by regular mail, postage pre-paid.

Dated: March 18, 2010

Kenneth T. Ulrich, Attorney for Defendant,
Gateway Home Equity, Inc.
300 Welsh Road, Building 5
Horsham, Pa 19044
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